

## **Orion Community Submission Terms and Conditions**

These Terms of Use govern your conduct associated with Orion Telescopes & Binoculars Community ("Orion").

By submitting any content to the Orion Community you represent and warrant that:

- you are the sole author and owner of the intellectual property rights thereto;
- all "moral rights" that you may have in such content have been voluntarily waived by you;
- all content that you post is accurate;
- you are at least 13 years old; and that
- use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity.

You further agree and warrant that you shall not submit any content:

- that is known by you to be false, inaccurate or misleading;
- that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or business entity;
- for which you were compensated or granted any consideration by any third party;
- that includes any information that references other websites, addresses, email addresses, contact information or phone numbers; or,
- that contains any computer viruses, worms or other potentially damaging computer programs or files.

You agree to indemnify and hold Orion (and its officers, directors, agents, corporate parent, subsidiaries, joint ventures, employees and third-party service providers) harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown including reasonable attorneys fees, arising out of a breach of your representations and warranties set forth above, or your violation of any law or the rights of a third party.

For any content that you submit, you grant Orion a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to you.

All content that you submit may be used at Orion's sole discretion. Orion reserves the right to change, condense or delete any content on Orion's website that Orion deems, in its sole discretion, to violate the content guidelines or any other provision of these Terms of Use. Orion does not guarantee that you will have any recourse through Orion to edit or delete any content you have submitted. Community content is generally posted within seven business days. However, Orion reserves the right to edit or to remove or to refuse to post any submission for any reason. You acknowledge that you, not Orion, are responsible for the contents of your submission. None of the content that you submit shall be subject to any obligation of confidence on the part of Orion, its agents, subsidiaries, corporate parent, affiliates, partners or third party service providers and their respective directors, officers and employees.

By submitting your email address, you agree that Orion and its third party service providers may use your email address to contact you about the status of your community content and other administrative purposes.

Should your content be published, your first name and the first letter of your last name, as well as the biographical information as provided on the content submission form will be published with your community content submission.

We reserve the right not to post your review if it contains any of the following types of content or violates other guidelines:

- obscenities, discriminatory language, or other language not suitable for a public forum;
- advertisements, "spam" content, or references to other products, offers, or websites;
- email addresses, URLs, phone numbers, physical addresses or other forms of personally identifiable information; or,
- spiteful comments about other Orion Community contributors.

These terms were last updated on August 1, 2013.